FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00110107 **Type of Permit:** STILL **Release Date:** 07/14/2016

Production Company LOUIS MOLINES PTY LTD

Insured Company Name LOUIS MOLINES PTY LTD

Contact Phone No. 1 614-017-55638
Contact Phone No. 2
Fax
Address 6/13 KIRKETON RD
DARLINGHURST, NSW 2010

Production Title VIRGIN AUSTRALIA B777

Type of Production Still Photo

Producer Louis Molines

Director Jamie MacFadyen

1st AD n/a n/a

Production Manager Louis Molines

FilmL.A. Coordinator Hans Groszkruger

Location Manager LOUIS Molines
Primary Phone Mobile - 61401755638
Secondary Phone Office - 612820327-31

Location Assistant Louis Molines
Primary Phone Mobile - 61401755638
Secondary Phone

Fees

FILMLA NON-REFUNDABLE FILM APPLICATION FEE	$625.00
LA CITY FIRE DEPARTMENT SPOT CHECK SURCHARGE	$85.00
LAX AIRFIELD AND RAMP USE FEE	$600.00
LAX ADMINISTRATIVE FEE	$604.00
LAX AIRPORT SUPERINTENDENT	$2,152.04
LAX AIRPORT POLICE OFFICER	$1,408.16
LAX LAWA VEHICLE	$120.00

Total Permit Fee $5,594.20

Number of Locations 1

NOT A PERMIT

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Summary Information — Location

Permit Number	S00110107	**Location Manager**	LOUIS Molines
Production Company	LOUIS MOLINES PTY LTD	Primary Phone	Mobile - 61401755638
Insured Company	LOUIS MOLINES PTY LTD	Secondary Phone	Office - 612820327-31
Production Title	VIRGIN AUSTRALIA B777		

Location Address 1 World Way, Los Angeles, CA, 90045

Location Name LAX - LOS ANGELES INTERNATIONAL AIRPORT

Location Type Airport

Film Dates 7/14/2016 - 7/15/2016 08:00 - 19:00 2 days

Open or Closed to the Public Closed

Generic Conditions
All Vehicles must be parked legally.
Must Maintain 5' Clearance on Sidewalks/Walkways
No cast or crew parking on area streets
No interference with vehicular or pedestrian traffic

Please see attached documents
Updated Letter of Intent 1307 (002).pdf
SIGNATURE PAGE 110107.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	5
Generator	1
Scissor Lifts	1
Vans	1

Personnel on Location

Type	Quantity
Cast	2
Crew	17
Spot Check	1

Filming Activities Stills photographic equipment on a Virgin Australia plane ;

Jurisdiction **Political:** Los Angeles City - Council District 11 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Thomas Guide **Page:** 702 **Grid:** G5

Approvals
LOS ANGELES CITY POLICE DEPARTMENT — Mark Buck
LOS ANGELES INTERNATIONAL AIRPORT (LAX) — John Weatherburn

Coordinator Note UFSO NOT NEEDED PER LAX FILM OFFICE

Parking

Base Camp
Location Type : Filming Location

Crew Parking
Location Type : Filming Location

NOT A PERMIT

Virgin Australia Boeing 777 Photoshoot

Louis Molines Pty Ltd
6/13 Kirketon Rd
Darlinghurst NSW 2010
Australia

To whom it may concern,

This is our letter of intent for production activities on Thursday July 14 and Friday July 15 2016. Hours of production activity will be from 10:00am to 6:30pm.

We are interested in taking interior photography shots of Virgin Australia's B777-300ER aircraft which will be located at WAMA PADS 507/508. All production company personnel and equipment will remain within the leasehold boundary at all times.

Any lighting equipment will be positioned as to not adversely impact aircraft operations. Any direction given b the on-site Airport Operations representative to shut off, lower, or otherwise reposition the lights will be complied with immediately.

Any elevated equipment (booms, crains, scissorlifts, etc) will not be positioned higher than the nearest structure or allowed to penetrate any of the Faa Imaginary Surfaces. Any direction given by the on-site Airpo Operations representaive to lower or otherwise reposition the equipment will be complied with immediately.

Requested photoshoot activities:

Thursday, July 14 2016

INT. AIRCRAFT (Virgin Australia B777-300ER) (ID VPF)

Capturing four (4) interior shots of the aircraft. Aircraft will be stationary. We will use external generators to provide internal lighting. The aircraft will never be powered up with its own engines.

Max number of people to be cleard by security to go airside: 19
Max number of people airside at any one time: 10

Friday, July 15 2016

INT. AIRCRAFT (Virgin Australia B777-300ER) (ID VPH)

Capturing five (5) interior shots of the aircraft. Aircraft will be stationary. We will use external generators to provide internal lighting. The aircraft will never be powered up with its own engines.

Max number of people to be cleard by security to go airside: 19
Max number of people airside at any one time: 10

Additional information

Vehicle count for on-airport property: 1 x equipment van; 1 x generator truck; 1 x scisor lift.

PERMIT

We would like to have the ability to park our equipment van close to WAMA PADS 507/508 in order to set-up and unpack the lighting and equipmemt efficiently each day. The generator truck and scissor lift will be parked close to the aircraft for the duration of the shoot each day. We require the services of a qualified generator truck driver and scissor lift operator, and would like to hire a scissor lift and power generator from LAX if available.

We would also like the ability to taxi crew to and from the terminal multiple times each day to ensure only the minimum amount of people will be airside. We require full day access of an LAX bus for this if available. Alternatively, we require multiple return trips each day as per the below:

- Wednesday July 13 – 2 return trips
- Thursday July 14 – 3 return trips
- Friday July 15 – 5 return trips

We would also like the ability to secure a room in the airport (close to WAMA PADS 507/508) where we can opperate hair and make-up services, as well as an area for talent wardrobe changes.

NOT A PERMIT

Signed on behalf of LOUIS&CO
Print Name: Louis Molines, Executive Producer

Date: 13th July 2016

110107

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee. Permittee acknowledges and agrees that if permittee does not request a refund in accordance with the terms and conditions stated herein, FilmL.A. shall utilize unrequested refunds to support its 501(c)(4) public benefit purpose, including, but not limited to, areas such as enhancing the film permitting process, marketing and promoting filming in the region, student film projects, research and education about filming and any other uses that promote film production.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) This permit does **not** grant Permittee a license to use the Intellectual Property (seals, badges, symbols, etc.) of the Permit Authority. Permittee must receive separate permission/clearance from the Permit Authority to use or film such Intellectual Property. (h) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property. We hereby accept this permit and agree to abide by all the terms and conditions herein.

PERMITTEE:

LOUIS NOLVES Pty Ltd
Company

By _____
who hereby personally covenants, guarantees and warrants that he or she has the power to obligate permittee to the terms and conditions of this permit.

Address of permittee:

_____

_____
FilmL.A., Inc.

7/14/16
Date